

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

July 15, 2003

GSBCA 16129-RELO

In the Matter of EVELYN POWELL

Evelyn Powell, Gaithersburg, MD, Claimant.

Ann C. Toohey, Attorney Advisor, Finance and Operations Law Office, Environmental Protection Agency, Washington, DC, appearing for Environmental Protection Agency.

NEILL, Board Judge.

Claimant, Ms. Evelyn Powell, while working for the Environmental Protection Agency (EPA) in Denver, Colorado, was offered a position at the agency's office in Washington, D.C. The offer was subsequently rescinded. Notwithstanding the agency's rescission of the offer and cancellation of the claimant's planned transfer, Ms. Powell elected to proceed with her planned move to the Washington, D.C., area. The agency has declined to reimburse Ms. Powell for relocation costs incurred subsequent to the cancellation of her transfer. She has asked the Board to review the agency's determination not to pay her claim.

In reviewing the record for this case, we came upon indications that the claimant might be a union member. On inquiry, Ms. Powell readily admitted that she does belong to a union and the agency confirmed that she is a member of the American Federation of Government Employees (AFGE) Local 3607. The agency further advised that Ms. Powell is covered by a master collective bargaining agreement between EPA and AFGE.

The Board has recognized that, if a claim concerning travel or relocation expenses is subject to resolution under the terms of a grievance procedure mandated within a collective bargaining agreement, we lack the authority to settle the claim using our administrative procedures unless the agreement explicitly and clearly excludes the claim from its procedures. Bernadette Hastak, GSBCA 13938-TRAV, et al., 97-2 BCA ¶ 29,092; accord, e.g., David L. Murphy, GSBCA 16082-RELO (July 10, 2003); Guillermo Chavez, GSBCA 15805-RELO, 03-1 BCA ¶ 32,144 (2002); Michael F. Morley, GSBCA 15457-RELO, 02-1 BCA ¶ 34,588 (2001); James P. Mullins, GSBCA 15263-TRAV, 01-1 BCA ¶ 31,401; Gail Favela, GSBCA 14727-TRAV, 99-2 BCA ¶ 30,432; Harold S. Rubinstein, GSBCA 14667-RELO, 99-1 BCA ¶ 30,113; Bernard F. Anderson, GSBCA 14438-TRAV, 98-2 BCA ¶ 29,924; Larry D. Morrill, GSBCA 13925-TRAV, 98-1 BCA ¶ 29,528; see also Dunkleberger v. Merit Systems Protection Board, 130 F.3d 1376 (Fed. Cir. 1997). We have

also further concluded that this is true even if the employee in question is not actually a member of the union. It is enough that the employee be an employee within the bargaining unit. James C. Henzie, 15820-TRAV, 02-2 BCA ¶ 31,900.

The agency has provided us with a copy of its collective bargaining agreement. The agreement states that the procedure negotiated for processing and resolving grievances is the exclusive procedure available to the union and employees in the unit. No exception is made for an employee's claim regarding travel or relocation expenses.

Accordingly, we conclude that the Board is without the authority to resolve this claim. The claim is, therefore, dismissed.

EDWIN B. NEILL
Board Judge